

**NOTICE AND AGENDA
TOWN COUNCIL
Town Council**

Public notice is given that the Town Council of the Town of Apple Valley, Washington County, Utah will hold a **Town Council** on **Wednesday, January 16, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **6:00 PM** or shortly thereafter. In accordance with state statute, one or more council members may be connected via speakerphone. This meeting will be available for live stream at www.youtube.com. Search: Town of Apple Valley Utah.

The Agenda for discussion and action is as follows:

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

DISCUSSION AND ACTION

1. Gooseberry Mesa Project Presentation
2. Gooseberry Mesa Developer Agreement Approval
3. Discussion and Action on Town Development Policy
4. Sale of Town Property
Metal Desk

CONSIDER APPROVAL ON REPORTS, RECOMMENDATIONS, APPOINTMENTS, AND ANNOUNCEMENTS

5. Approval of Consent Calendar
Check Register 12/1/2018 to 12/21/2018
Operational Budget 7/01/2018-12/31/2018
6. Approval of Minutes
November 11, 2018
7. Events Committee – Tish Lisonbee/Debbie Kopp
8. Planning Commission – Cynthia Browning/Michael McLaughlin
9. Fire Department – Chief Dave Zolg, Jr
10. Engineering – Rod Mills
11. Big Plains Water and Sewer SSD – Harold Merritt
12. Code Enforcement –Rich Ososki/Paul Edwardsen
13. Roads and Storm Drainage –
14. Mosquito Abatement- Margaret Ososki
15. Council-
16. Other

PUBLIC COMMENTS

ADJOURNMENT

CERTIFICATE OF POSTING I, Michelle Kinney, as duly appointed Recorder for the Town of Apple Valley, hereby certify that copies of the notice of meeting and agenda were posted on the Utah Public Meeting Notice website, <http://pmn.utah.gov>, and the Town website, www.applevalleyut.gov on the **15th day of January** 2019.

Dated this **15th** day of **January**, 2019

Michelle Kinney, Recorder

Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS. MEETINGS

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify the Town at 435-877-1190.

CAMP GOOSEBERRY

- CABINS**
#A = Base Cabin
#B = Elevated Cabin
- Roads & Parking
- Mountain Bike Trail

PHASE 1 LAND AREA USE

- 25.8 Acres
40 Cabins - .3 Acres
Roads - 2.4 Acres
Parking - .9 Acres
Floor Area Per Acre = .14



Gooseberry Mesa



Base Cabin Model
320 Sqft
Bathroom, Kitchenette,
Sleeping for 4

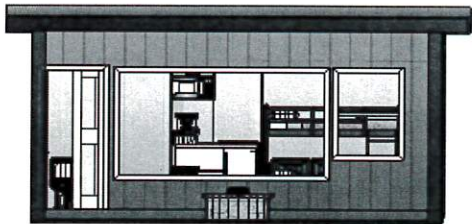


Elevated Cabin Model
320 Sqft
Bathroom, Kitchenette,
Sleeping for 4

CAMP GOOSEBERRY

BASIC CABIN

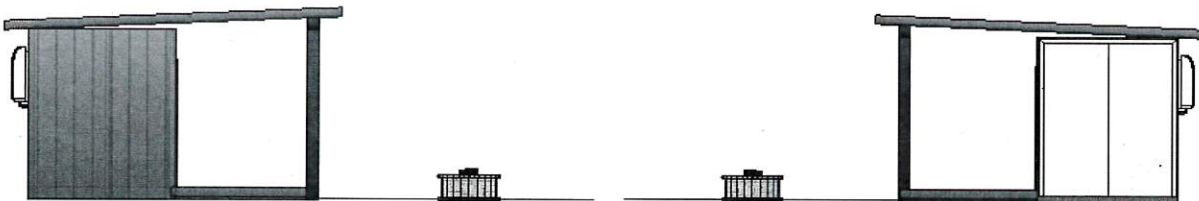
FRONT ELEVATION



BACK ELEVATION



SIDE ELEVATIONS

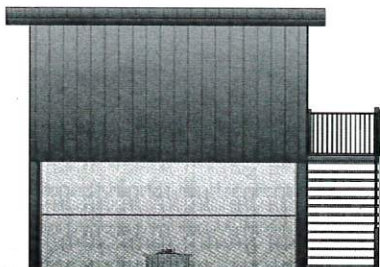


ELEVATED CABIN

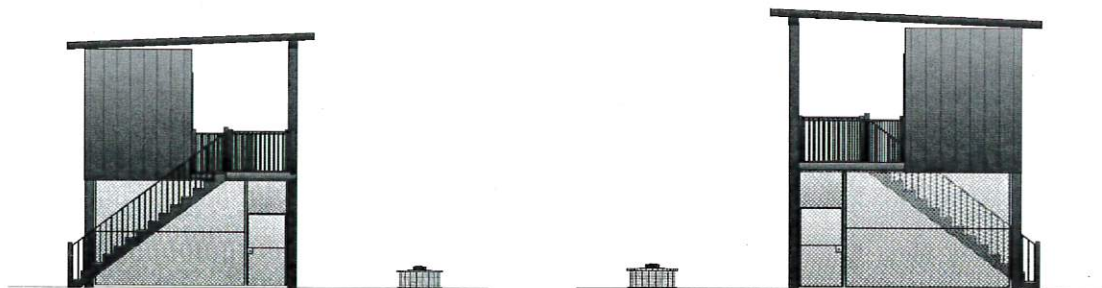
FRONT ELEVATION



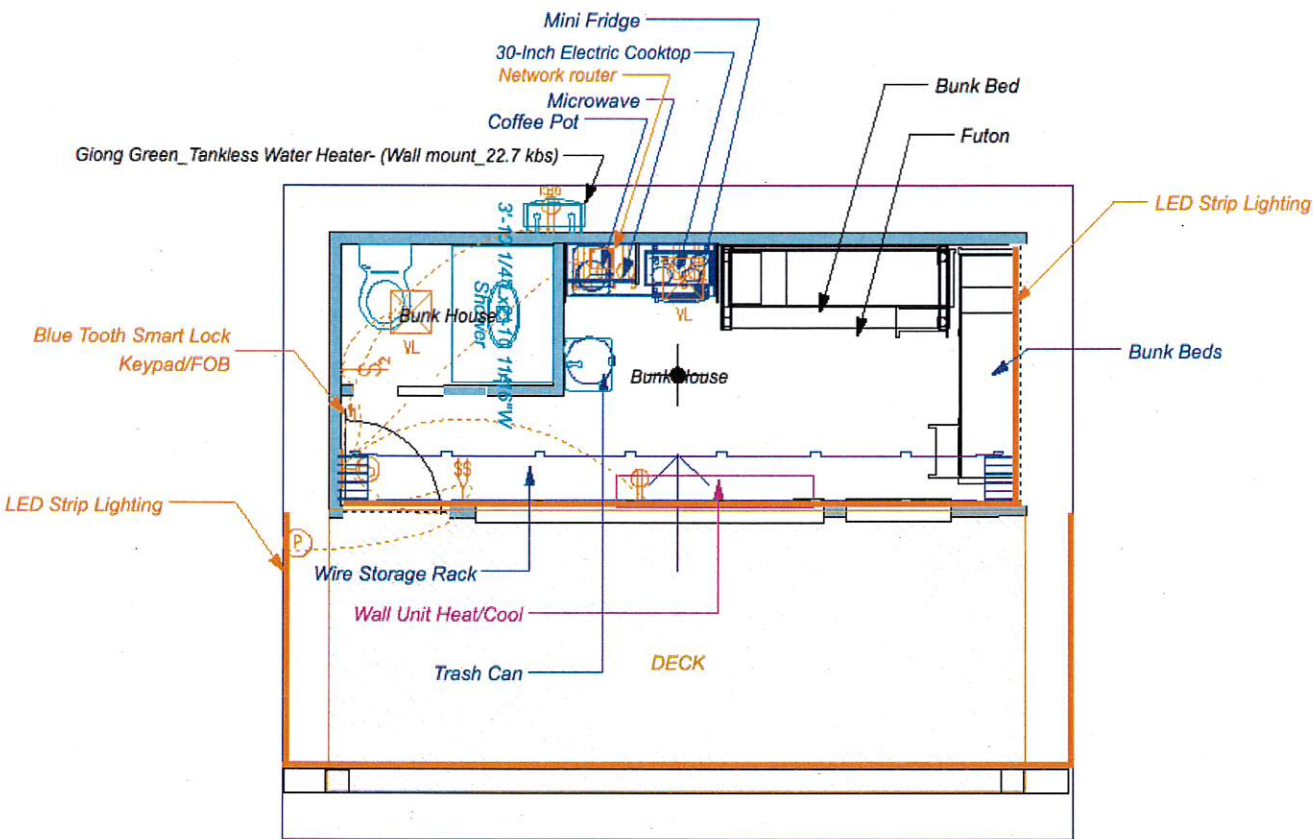
BACK ELEVATION



SIDE ELEVATIONS



CABIN LIGHTING PLAN



When Recorded, Return to:

Town of Apple Valley
Attn: Town Clerk
1777 N. Meadowlark Dr.
Apple Valley, UT 84737

Affecting Tax Parcels No.: _____

**DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF APPLE VALLEY,
UTAH AND GOOSEBERRY PRESERVE, L.L.C.**

(Gooseberry Preserve Landscape Hotel – a Planned Commercial Development Project)

THIS DEVELOPMENT AGREEMENT for Gooseberry Mesa Landscape Hotel (this “Agreement”) is made and entered into as of the _____ day of _____, 2019, by and between Apple Valley Town, a municipal corporation of the State of Utah, (the “Town”), and Gooseberry Preserve, L.L.C., a Utah limited liability company (“Developer”), sometimes referred to herein collectively as the “Parties.”

RECITALS:

- A. Developer is the owner of approximately seventy (70) acres of real property located within the Town and more particularly described and depicted in the boundary and topographical map attached hereto as EXHIBIT A (the “Property”). The Property will be merged into one parcel by the submission of a plat or deed that will combine the existing parcels into one parcel when recorded with the Washington County Recorder’s Office following approval by the Town of the final construction plans for the project.
- B. Developer and the Town desire that the Property be developed in a unified and consistent manner according to the terms set forth in this Agreement.
- C. The Property has been zoned PDC (Planned Commercial Development Zone) as defined in Chapter 11 “Planned Development Zone” of the Town’s Land Use Ordinance.
- D. Developer and the Town have cooperated in the preparation of this Agreement and desire to enter into this Agreement to specify the rights and responsibilities of Developer to develop the Property as set forth in this Agreement and the rights and

responsibilities of the Town to allow and regulate such development pursuant to the provisions of this Agreement. The Parties agree that development of the Property in accordance with the terms and provisions of this Agreement furthers the Town's objectives and policies regarding the health, welfare, and economic prosperity of the Town.

- E. The Parties intend for this Agreement to provide Developer with mutually-acceptable vested entitlements for development of the Property. The Town has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the Town's General Plan, and the Town's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the Town has elected to move forward with the approvals necessary to approve the development of the Property in accordance with the terms and provisions of this Agreement and the Development Plan set forth in EXHIBIT E hereto. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated.

The above Recitals are integrated into the terms and conditions of this Agreement.

2. Effective Date.

This Agreement shall become effective on the date it is executed by Developer and the Town and is recorded with the Washington County Recorder's Office, State of Utah (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

3. Zoning and Permitted Uses.

The future development of the Property shall be subject to the terms of this Agreement and the provisions of the PDC (Planned Commercial Development Zone) zoning ordinances in effect as of the Effective Date of this Agreement. The Property is intended to be developed in phases with up to a total of one hundred twenty (120) hotel-style units (each a “Unit”) for short-term nightly rental uses consistent with a “landscape hotel” concept (the “Project”). The Units and related improvements will be designed and maintained to minimize the impact on the environment and to preserve the natural habitat as set forth in EXHIBIT E hereto. The general layout and densities depicted in the Development Plan are hereby approved. Any modification to the Development Plan shall be made by plan change amendment.

4. Reserved Legislative Powers.

Nothing in this Agreement shall limit the valid and proper exercise of the police powers of the Town in enacting zoning, subdivision, development, growth management, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of the Town to enact legislation under its police power, such legislation shall not modify or violate Developer’s vested rights and entitlements unless the alleged grounds meet and satisfy the compelling, countervailing public interest exception to the vested rights legal and equitable requirements set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988) and other supporting case law. Any such proposed change affecting Developer’s rights shall be of general applicability to all development activity in the Town by property owners with similar vested entitlements. Unless the Town declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project.

5. Development Requirements.

Subject to the Town’s approval of the Construction Drawings for the Project, which shall meet all applicable building code requirements, Developer shall proceed with the development and improvement of the Project as follows:

A. Compliance with Town Ordinances and Development Requirements. The Project shall be developed in accordance with the ordinances and development requirements, standards and specifications of the Town except as laid out on this Section 5. All required drawings, engineering materials, and other supporting documents for the Project, and each phase thereof, shall be prepared and submitted to the Town for its review and approval.

B. Dedications of Property; Merger of Property by Plat. In connection with the Town's approval of the construction plans for each phase of the Project, Developer agrees to dedicate to the Town all required easements for constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined reasonably necessary by the Town. Additionally, Developer agrees to dedicate to the Town an area of approximately four (4) acres ("Dedicated Area") within the Project to be used for trails, a gathering area (such as a picnic area), other recreational use as determined by the Town and natural land preservation and maintenance as set forth in the final construction plans. Trails for community access to the mesa depicted the Development Plan shall be constructed by Developer. The details of the cross section of the trails will be approved as part of the construction plans and engineering approval. The Developer shall endeavor to reasonably preserve, and if disturbed then to reasonably restore, the existing native landscape in all open space areas. After completion of the Dedicated Area, the Town shall be responsible for all ongoing maintenance and utility servicing relating to the Dedicated Area.

Dedication of the Dedicated Area shall be accomplished by means of a plat prepared by Developer which, in addition to the dedicating the Dedicated Area, shall also combine the existing parcels of the Property into one parcel. The plat shall be presented to the Town for approval and be recorded with the Washington County Recorder's Office within thirty (30) days of approval by the Town.

C. Project Plan; BLM Roadway Access. Developer plans on accessing the Project for public and construction use on the north end from the BLM-maintained road that borders the north end of the Property on Gooseberry Mesa as well as from the south end of the BLM maintained road where it intersects with SR 59. The Project is intended to be a low-impact development with no required paving or sidewalks with curb and gutter (paving and sidewalks may be incorporated at Developer's sole discretion). The Project shall contain at least thirty percent (30%) of the developable area as open space ("Open Space") as seen in EXHIBIT F. The developer is required to construct an access road through the Project in accordance with the infrastructure Standards and Requirements below. Emergency access will be from the southeast corner of the Project and shall limit vehicle access exclusively to emergency vehicles. Access from Highway 59 will not be published but customers will be directed from SR 9 to the Property on existing public right of ways. There are no offsite improvements related to access of the Property.

D. Infrastructure Standards and Requirements. All utility services required for the development shall be shown on the construction drawings and reviewed and approved by the applicable utility provider with jurisdiction prior to final approval by the Town. Infrastructure standards and requirements are more fully described below:

- i. Culinary Water – As set forth in EXHIBIT B, water shall be provided by the Big Plains Water and Sewer Special Service District (“District”) and any agreements for delivery services shall be negotiated between Developer and District.
- ii. Sanitary Sewer – Sanitary sewer shall be governed by the District and/or the State of Utah as required by State law and any agreement for services shall be negotiated between such.
- iii. Storm Drain – No additional release of storm water runoff will be permitted onto adjacent properties beyond the demonstrated natural flow prior to Project development. If necessary, detention facilities will be constructed to control runoff rates.
- iv. Roadways –
 - a. The Project is wholly owned by Developer and there will be no public streets within the Project. The Developer is required to construct a twenty-five (25) foot wide access road from the southeast corner of the Project to the BLM road on the north border. No curb and gutter or sidewalks shall be required with the Roadways.
 - b. Road Construction will be as shown in EXHIBITS C & D and approved on the final Construction plans consistent with the exhibits contained in this Agreement. The limits of disturbance for roads will contain the buried utilities to the extent possible, allowing, for example, for water service connection lines outside the limits to complete the final connection. Roads will be cut from existing grades wherever possible up to a maximum of 24 inches. Stabilized angular gravel will be installed producing an all-weather surface, a natural runoff collector, flow way and ground percolator. Developer will retain all added runoff on-site. All natural drainage patterns and flows will remain in place per EXHIBIT E). Developer is responsible for ongoing maintenance and improvements for roads on the Property.
 - c. Developer has performed a Traffic Study for the Project which accompanies this Agreement. Based upon the study findings, as well as the Town’s approval, there is no current need for roadway improvements. However, Developer commits to provide compensation to the Town for identified roadway improvements at a later date when the new construction plans for the SR 59 and Main Street realignment are defined. Developer commits to provide a percentage of said improvement costs which would be proportionate to the Project’s additional traffic, but in no event shall Developer’s financial contribution exceed the sum of \$100,000.00.

- v. Power Supply – Power shall be provided by Rocky Mountain Power as required by local and State law. The Developer must obtain the necessary approvals and permits to deploy solar energy or other alternative energy sources to the Project.
- vi. Landscaping – As shown in EXHIBIT E, a minimum of twenty five percent (25%) of the Project, which is solely related to construction disturbances and final unit placement, will be landscaped using native species. Undisturbed areas of the Project will remain in their native condition. Xeriscape landscaping shall be the general practice for the Project. The Developer will provide a final revegetation plan for the town’s approval with final construction plans.
- vii. Trash – All trash, recycling, and dumpster receptacles or containers shall be enclosed with walls and gates. The location, wall materials and colors shall be shown on the final construction plans and approved by the Town.

E. Landscape Hotel Units. The Project will be known as the “Gooseberry Preserve Landscape Hotel” with a maximum of one hundred twenty (120) Units. The location of each Unit will be shown on the approved construction plans for each phase of the Project. Units will be detailed as part of the construction plans for each phase. Phases can be seen in EXHIBIT G. Each Unit will show a designated building type, including exterior finishes and structural components as conceptually illustrated in EXHIBIT H. Utility connections, structural components and final placement will be finalized in construction plans and subject to the approval of by the Town. No construction can commence until all elements of the construction plans have been reviewed and approved by the Town with all approval block signatures and stamped “FOR CONSTRUCTION.”

F. Supporting Uses. The Project may also include supporting amenities and improvements for uses which will be defined in final construction plans and approved of by the Town prior to construction, including but not limited to, a:

- i. bicycle shop (for sales, service, maintenance/washing and rental);
- ii. general store;
- iii. restaurant/bar (with live indoor/outdoor entertainment);
- iv. conference/event center (indoor/outdoor);
- v. recreation lodge;
- vi. reception area (check-in/check-out);
- vii. concierge services;
- viii. swimming pool/hot tub (at individual Units and/or lodge);
- ix. spa/massage facility;
- x. outdoor seating/dining;

- xi. outdoor game/recreation space (i.e. bocce, corn hole, etc);
- xii. pump tracks;
- xiii. biking trails;
- xiv. hiking trails;
- xv. playgrounds;
- xvi. BBQs (indoor/outdoor);
- xvii. park facilities;
- xviii. shade structures;
- xix. solar panels;
- xx. gardens/greenhouses; and
- xxi. building maintenance/support facilities.

g. Project Lighting. Final photometric plans shall be included in final construction plans and shall be approved of by the Town prior to construction. All outdoor lighting within the Project shall be designed so as not to adversely impact surrounding residential uses, while also providing a sufficient level of illumination for access and security purposes. Such lighting shall not be directed toward residential units and shall not include lighting that blinks, flashes, oscillates, or is of unusual brightness or intensity. Outdoor lighting will be directed downward unless otherwise approved in order to ensure the integrity of night sky and preclude negative effects on surrounding property owners. Wayfinding lighting, including light bollards, shall be permitted.

h. Building Setbacks. Required building setbacks to adjacent property lines may vary within the Project as determined by the Town within the PDC zone designation. Along the cliff on the south and west side of the Property, the setback will not be less than seventy-five (75) feet from the top of the cliff as illustrated in the Development Plan.

i. Campfires. Outdoor wood burning campfires will not be permitted within the Project except as designed and constructed for a lodge and approved by the Town. The Developer may provide built in place propane fire circles to serve as outdoor campfires subject to review and approval by the Town. Notwithstanding the forgoing language, the Project will support any prohibition against outdoor fires lawfully adopted by a public entity with appropriate jurisdiction, including the Town.

j. Project phasing. The Project shall be built in separate phases as outlined in EXHIBIT G. Each phase shall be defined by detailed construction plans and approved of by the Town prior to any construction. The details of each phase, location of supporting amenities, and precise build-out times shall be more clearly defined at a future date which is solely at the discretion of the Developer. Final construction plans and amenities for each phase will be submitted by the Developer for Town approval. Current phasing plan is:

1. Phase 1 - 30 Units, Amenities: temporary reception unit
2. Concept Phase 2: +30 Units. Possible amenities: small general store
3. Concept Phase 3: +30 Units. Possible amenities: larger main lodge
4. Concept Phase 4: +30 Units. Possible amenities: bicycle store

6. Construction Standards and Requirements.

All required improvements for the Project shall be constructed in accordance with the Town's construction standards and specifications and all required public improvements and easements shall be dedicated to the Town. Notwithstanding the foregoing, the finishing materials of the Units are anticipated to include metal, metal panels and concrete as design features.

Prior to commencing any construction or development, or acceptance, of any building, structures or other work or improvements within the Project, the Developer shall secure any and all permits which may be required by the Town, Federal, State, or any other governmental entity having jurisdiction over the work. The Developer shall construct, or cause to be constructed, all improvements for the Project in conformity with all applicable federal, state and/or local laws, rules and regulations.

The Developer shall pay all applicable fees required by Town ordinances for development of the Project. Without limiting the scope of the preceding sentence, the Town shall not require Developer to "upsized" any public improvements (i.e., to construct the improvements to a size larger than required or necessary to service the Project) unless financial arrangements reasonably acceptable to Developer and the Town are made to compensate Developer for the costs associated with upsizing the improvements.

7. Town Obligations.

Subject to the Developer complying with the Town's Ordinances, rules, regulations and the provisions of this Agreement, the Town agrees to:

- i. Provide standard municipal services to the Project subject to payment of all applicable fees and charges invoiced or levied by the Town.
- ii. Work in good faith with the Developer to follow the standard development process and approve Project applications that comply with this Agreement.

8. Assignment.

Developer shall be permitted to assign this Agreement or any rights or interests herein with the prior written consent of the Town, which consent shall not unreasonably be withheld.

9. Default.

If Developer or the Town materially fails to perform their respective obligations hereunder or to comply with the material terms hereof (a “Default”), the party believing that a Default has occurred shall provide written notice to the other party. Said notice of Default shall:

- i. specify the claimed event of Default;
- ii. identify the provisions of this Agreement claimed to be in Default;
- iii. identify with reasonable detail why the Default is material; and
- iv. propose a method and time for curing the Default.

Upon the issuance of a Notice of Default, the parties shall engage in a “Meet and Confer” meeting and attempt in good faith to resolve the alleged Default. If the issue is not resolved during the “Meet and Confer” process, the parties shall engage in a mediation process. If a mediation process is necessary based on the foregoing, the parties shall appoint a mutually acceptable mediator within ten (10) days of the “Meeting and Confer.” If the parties are unable to agree on a single acceptable mediator, each shall, within ten (10) days, appoint their own representative. These two representatives shall choose the single mediator. Developer shall pay the fees of the chosen mediator. After being named mediator, such individual shall within fifteen (15) days, review the positions of the parties regarding the mediation issues and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems to be appropriate. The mediator’s opinion shall not be binding on the parties. If the parties are not able to resolve the Default by “Meet and Confer” or by mediation, then the parties may have all rights and remedies available in equity, including, but not limited to, injunctive relief and specific performance. Neither party shall be entitled to damages of any nature, and all claims and remedies for damages are hereby waived by both Parties.

10. Notice.

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

Gooseberry Preserve, LLC
Attn: Rich DeSpain
3242 East Alta Hills Drive
Cottonwood Heights, UT 84093

With a copy to:
Paxton Guymon, Esq.
Paxton@yorkhowell.com

To Town:

Town of Apple Valley
Attn: Mayor
1777 North Meadowlark Drive
Apple Valley, Utah 84737

Any party may change its address for notice by giving written notice to the other party in accordance with provisions of this Section.

11. Attorneys' Fees; Governmental Immunity.

In the event of any lawsuit between the parties hereto arising out or relating to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the equitable remedies, if any, awarded in such proceeding, to recover reasonable attorneys' fees and costs; provided, however, that no lawsuit may be commenced unless both the "meet and confer" and mediation processes set forth in Section 9 above have been satisfied. In addition, no attorney fees shall be recoverable by either of the Parties for participating in the "meet and confer" and mediation processes.

The Town is a governmental entity under the Utah Governmental Immunity Act 63G-7-102 et seq., and as such retains all of its rights, privileges, and immunities under the Act. Nothing in this Agreement shall be construed as a waiver of any such right or immunity.

12. Integration.

This Agreement together with the exhibits hereto integrates all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements or previous agreements between the parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the Parties.

13. No Third-Party Rights/No Joint Venture.

This Agreement does not create a joint venture relationship, partnership or agency relationship between the Town and Developer. Further, the Parties do not intend this Agreement to create any third-party beneficiary rights.

14. Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, representatives, officers, agents, employees, successors and assigns (if any assignments are allowed as provided hereinabove).

15. Agreement to be Recorded.

This Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

[signatures on following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

DEVELOPER:

Gooseberry Preserve L.L.C.,
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2019, personally appeared before me _____, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he/she is the _____ of Gooseberry Preserve L.L.C., a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

Notary Public

THE TOWN:

Apple Valley Town

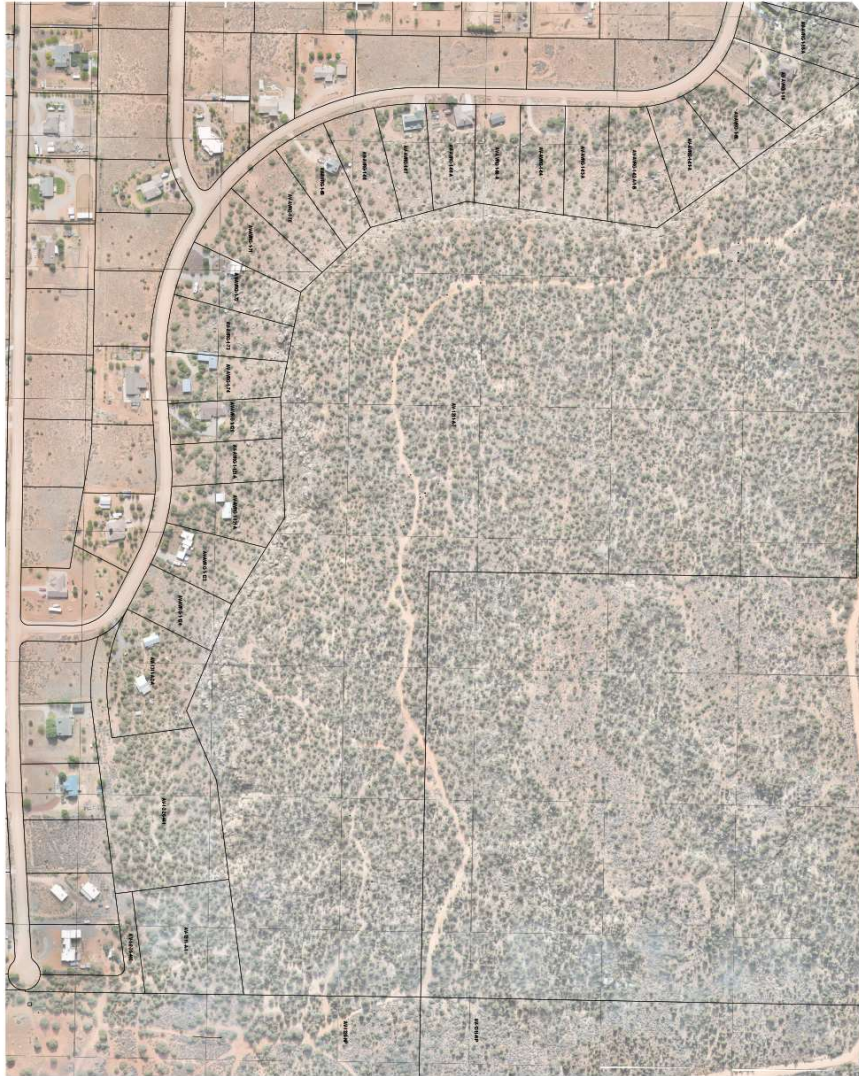
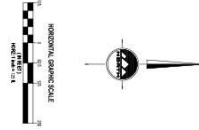
By _____

Marty Lisonbee, Mayor

Attest and Countersign:

Town Recorder


EXHIBIT A Property Description



EN SIGN THE STANDARD FOR DESIGN 1000 N. 1000 E. SUITE 100 OGDEN, UT 84403 PHONE: 468-2883 FAX: 468-2884 WWW.ENSIGNDESIGN.COM	GRAND CITY 1000 N. 1000 E. SUITE 100 OGDEN, UT 84403 PHONE: 468-2883 FAX: 468-2884 WWW.GRANDCITYUTAH.COM SALT LAKE CITY 1000 N. 1000 E. SUITE 100 OGDEN, UT 84403 PHONE: 468-2883 FAX: 468-2884 WWW.SALTLAKECITYUTAH.COM TOWN OF 1000 N. 1000 E. SUITE 100 OGDEN, UT 84403 PHONE: 468-2883 FAX: 468-2884 WWW.TOWNOFUTAH.COM	GOOSEBERRY MESA TANK AND WATERLINE PROJECT APPLE VALLEY, UTAH	<table border="1"> <tr> <td data-bbox="349 1619 381 1709"> EX-001 </td> <td data-bbox="381 1619 414 1709"> PARCELS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 </td> <td data-bbox="414 1619 446 1709"> LEGEND 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 </td> <td data-bbox="446 1619 479 1709"> NOTES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 </td> </tr> </table>	EX-001	PARCELS 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	LEGEND 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100	NOTES 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
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A horizontal graphic scale bar is shown, with markings for 0, 10, 20, 30, 40, 50, 60, 70, 80, 90, and 100 meters. Below the scale, the text "HORIZONTAL GRAPHIC SCALE" is printed. To the right of the scale, the text "1:100,000" is printed. Below the scale, the text "100m" is printed. To the right of the scale, the text "100m" is printed. Below the scale, the text "100m" is printed. To the right of the scale, the text "100m" is printed.





EN SIGN
THE EXPERTS IN WATERWORKS

GOOSEBERRY MESA TANK AND WATERLINE PROJECT

APPLE VALLEY, UTAH

CEMEX CITY
1000 S. 1000 E. OF IZEE
PO BOX 1000 IZEE
UTAH 84309

SLAT LAMB CITY
Phone 801-292-9200


MOBILE
Phone 801-241-1000

LAYTON
Phone 435-830-0000

WWW.ENSIGN.COM

FOR OFFER BY ENGLISH
SPECIALTY CONTRACTORS
1000 S. 1000 E. OF IZEE
PO BOX 1000 IZEE
UTAH 84309

PHONE 801-292-9200



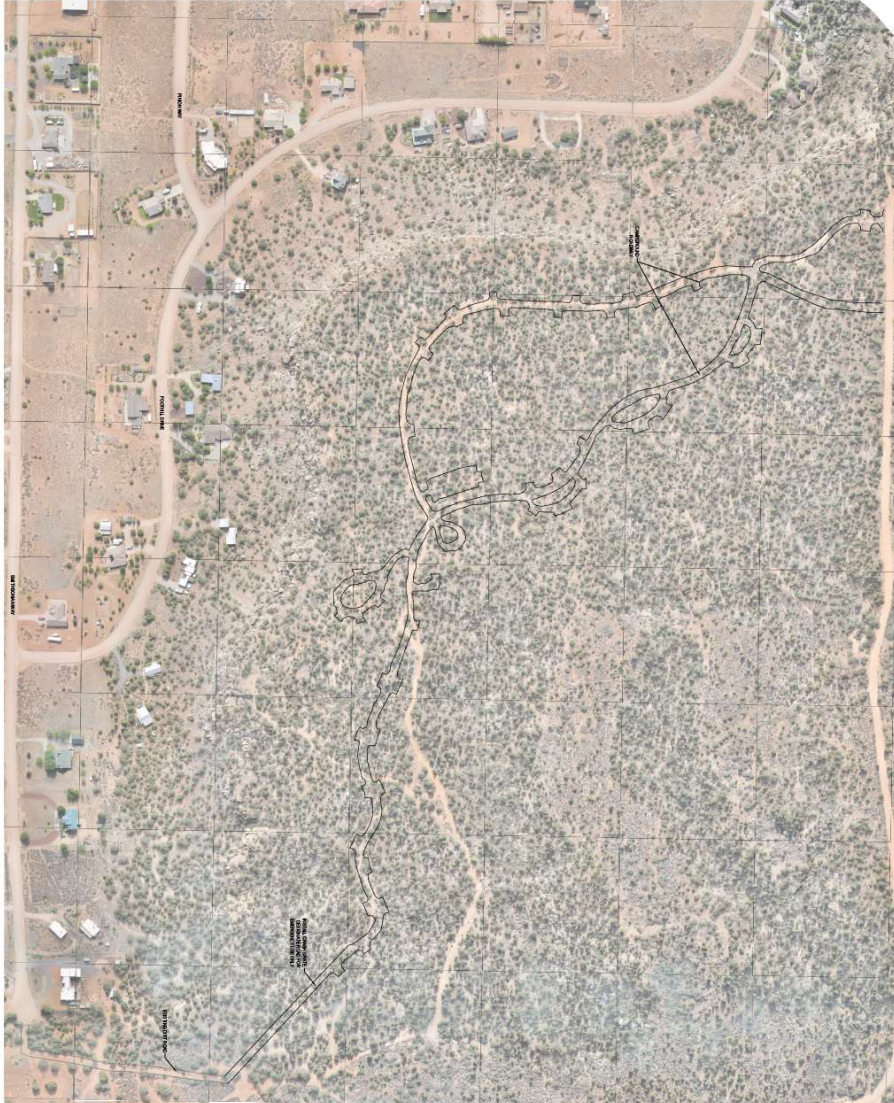
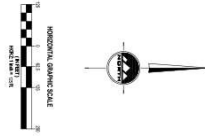
CEMEX CITY
1000 S. 1000 E. OF IZEE
PO BOX 1000 IZEE
UTAH 84309

SLAT LAMB CITY
Phone 801-292-9200

MOBILE
Phone 801-241-1000

LAYTON
Phone 435-830-0000

EXHIBIT C Project Road Alignment



EX-003	ROAD ALIGNMENT 1" = 100'	GOOSEBERRY MESA TANK AND WATERLINE PROJECT APPLE VALLEY, UTAH	ENSIGN THE STANDARD IN ENGINEERING 1000 S. 1000 E. SUITE 100 SALT LAKE CITY, UT 84143 PHONE: 801.466.1000 FAX: 801.466.1001 WWW.ENSIGNENGINEERING.COM
	PROJECT 1" = 100'	CLIENT 1" = 100'	DATE 1" = 100'
	DESIGNER 1" = 100'	CHECKED 1" = 100'	APPROVED 1" = 100'
	DATE 1" = 100'	DATE 1" = 100'	DATE 1" = 100'

EXHIBIT D Main Roads



ENSGN
THE ENGINEERING & DESIGN GROUP

GRAND CITY
1000 N. 2000 E. SUITE 100
GRAND CITY, UT 84040
Phone: 435.681.1100
Fax: 435.681.1101
www.ensgn.com

SALT LAKE CITY
1000 N. 2000 E. SUITE 100
SALT LAKE CITY, UT 84143
Phone: 801.464.1100
Fax: 801.464.1101
www.ensgn.com

TOWN
1000 N. 2000 E. SUITE 100
TOWN, UT 84143
Phone: 801.464.1100
Fax: 801.464.1101
www.ensgn.com

HOUSTON
1000 N. 2000 E. SUITE 100
HOUSTON, TX 77058
Phone: 281.464.1100
Fax: 281.464.1101
www.ensgn.com

WWW.ENSNGRUP.COM

**GOOSEBERRY MESA
TANK AND WATERLINE PROJECT**

APPLE VALLEY, UTAH

MAIN ROAD

EX-004

EXHIBIT E
Project Development Plan



EXHIBIT F
Project Open Space Plan



EXHIBIT G
Project Phasing Plan

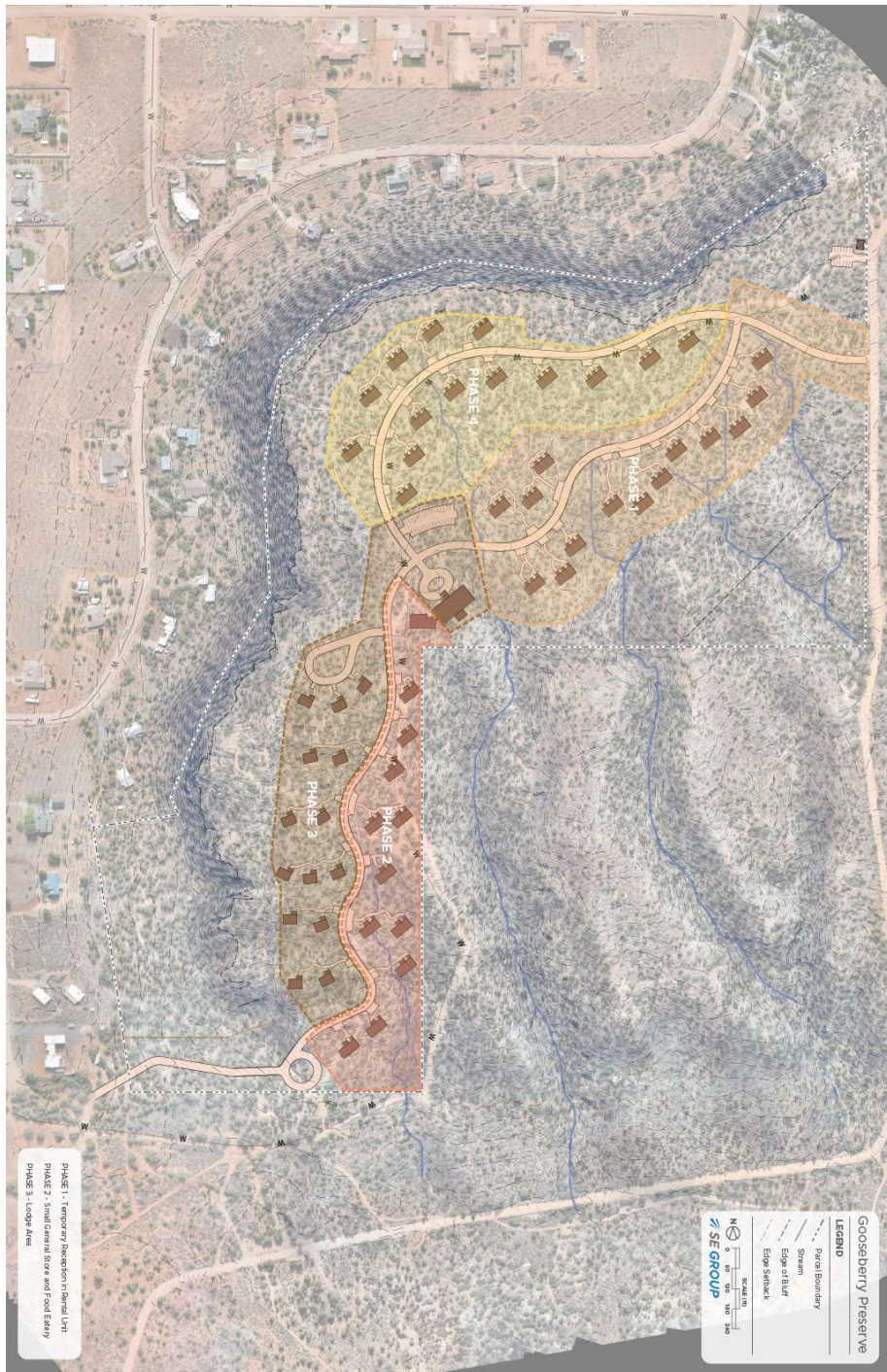
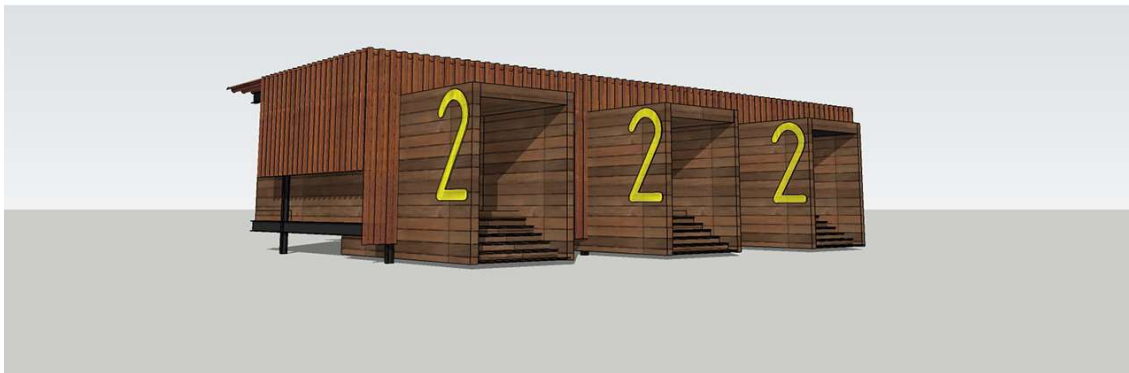
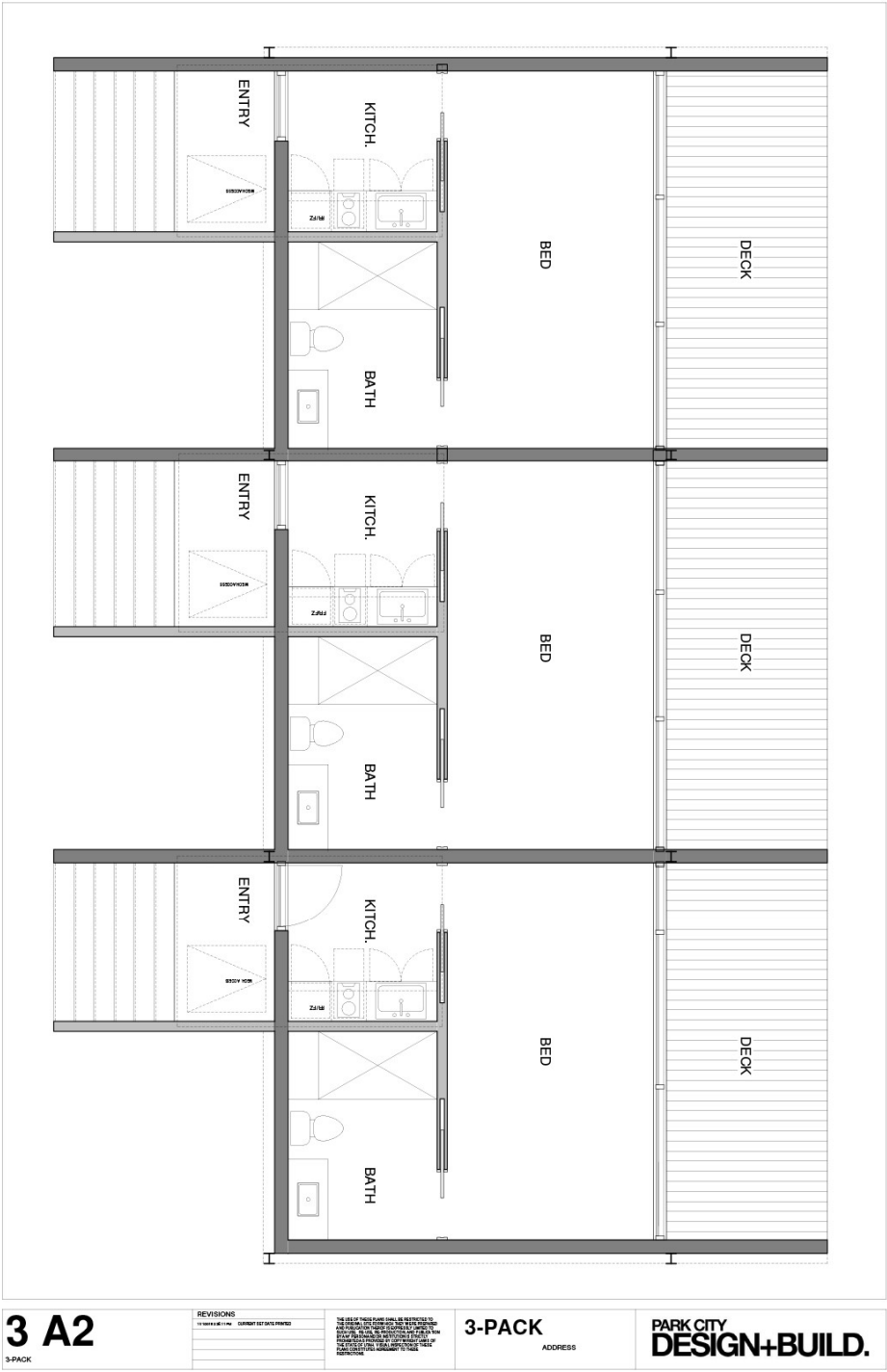
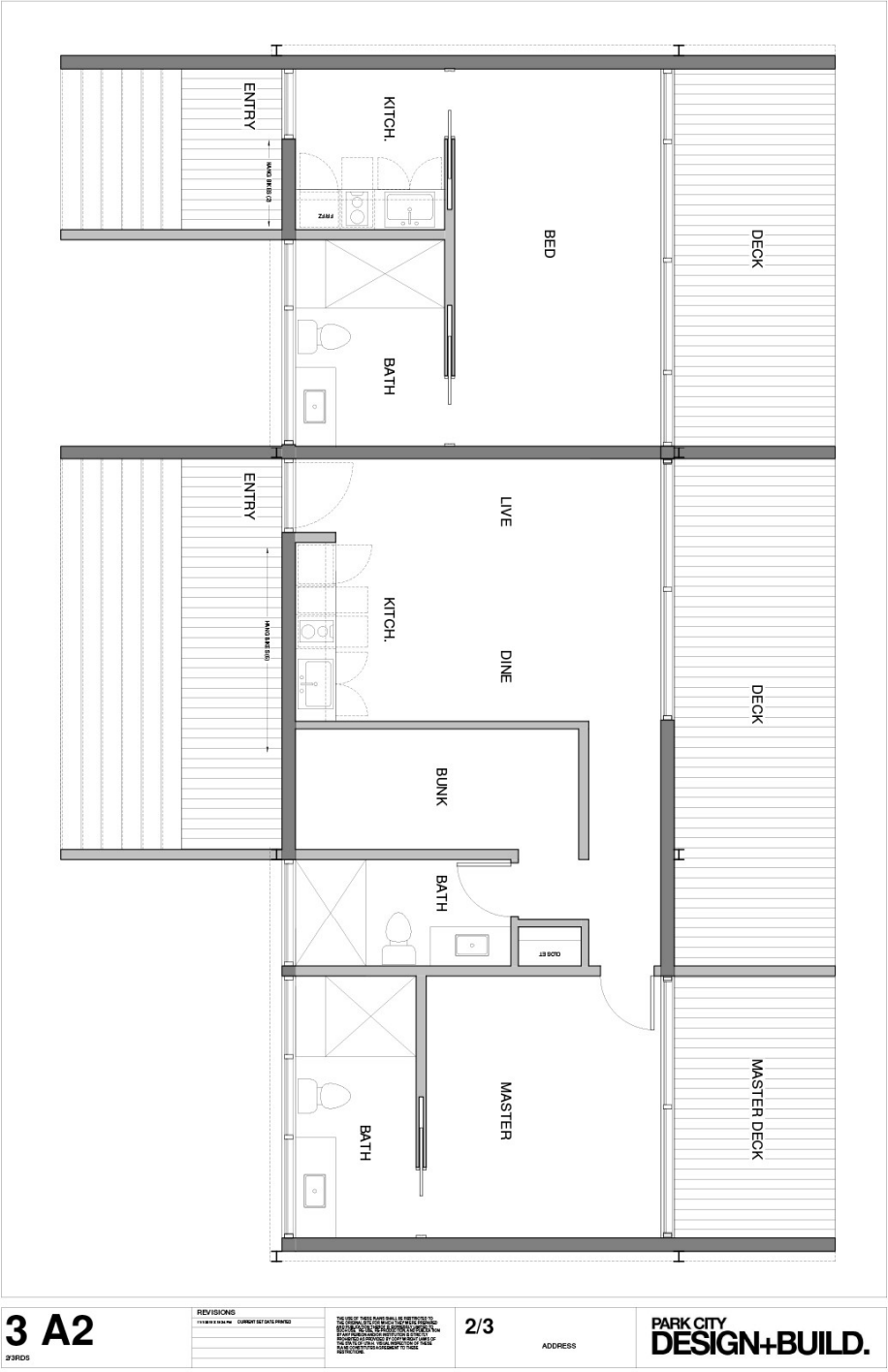


EXHIBIT H
Project Unit Plans









3 A2

33905

REVISIONS

11/15/2018 10:00 AM CURRENT SET ONLY PRINTED

1	
2	
3	
4	
5	

THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE USER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

2/3

ADDRESS

**PARK CITY
DESIGN+BUILD.**



Development and Building Policies

of

The Town of Apple Valley

PURPOSE

The purpose of these policies is to:

- 1) Protect and provide for the public health, safety, and general welfare of the Town of Apple Valley.
- 2) Guide the future growth and development of the Town of Apple Valley in accordance with the general plan.
- 3) Encourage the safe, orderly and beneficial development of land within the municipality.
- 4) Provide a beneficial relationship between the uses of land, buildings and traffic circulation and the proper location and width of streets.
- 5) Establish reasonable standards of design and procedures for subdivisions, plat amendments, and lot line adjustments, to further the orderly layout and use of land.
- 6) Insure that public facilities are available and will have sufficient capacity to serve the proposed development, business or structure.

ROAD ACCESS

All new commercial, industrial, manufacturing businesses, RV or other parks, subdivisions, shall require a traffic study to be provided by the applicant, and only if such traffic study shows that a safe entrance and exit off and on to Highway 59 to the property, either presently exists or will voluntarily be provided as part of the new development or business, shall such development be allowed and approved. Any new accesses on and off Highway 59 must be located as per the current Apple Valley approved Master Road plan, or as amended. A safe entrance and exit shall be defined as a left turn lane, right turn acceleration lane and deceleration lanes, as per UDOT standards, and such road improvements and location must also be approved by UDOT.

If a developer pays for access improvement that benefits other property owner, and they desire to be refunded for such improvements, they may pay for an impact fee study and refund agreement, so an impact fee can be created to help refund the developer.

All businesses or developments of any kind shall be served off a public or private road improved to the Apple Valley Design standards. If it is served off a private road, written easements and maintenance agreements shall be provided and approved by the Town. All such agreements shall

include language that gives the public (if road is serving other properties), police and emergency vehicle unrestricted access to such roads and must be recorded at the Washington County Recorder's office.

Access from Major Arterial and Collector Streets: Lots shall not derive access exclusively from a major arterial. Access shall be limited on collector streets except where approved by the town board. In such cases driveways should be shared with adjacent property owners and be designed and arranged so as to avoid requiring vehicles to back into traffic.

Because of the safety issue of having only one road in and out of downtown Apple Valley, no new commercial or residential developments or subdivisions, until such time as the second UDOT fully improved access into downtown Apple Valley off Highway 59, located at mile marker 11.5 has been fully installed and are accessible to such developments. Downtown Apple Valley shall be defined as any development that would increase the traffic on Apple Valley Way.

No new commercial or residential developments, subdivisions or lot split in excess of 3 lots will be approved that accesses off highway 59 at or about 1400 North or Plains Drive, until such time as those locations are fully improved with a safe access (as defined above) to and from those locations.

The above development restrictions shall not apply if a traffic and/or fire safety study acceptable to Apple Valley show that such restrictions are not needed.

MASTER PLANNED ROADS

All roads shown on the Town of Apple Valley Master Road Plan must be honored and incorporated into development of any land in the Town.

ROAD IMPROVEMENTS

No building permits of any kind, shall be issued until all the required lot and/or subdivision improvements has been installed as required per Apple Valley Design Standards. A delay agreement shall be signed for any required improvements that are not practical to install at the present time, however the cost of all delayed improvements shall be paid for prior to issuance of a building permit.

FIRE PROTECTION REQUIRED

Before any building permit can be issued, an active fire hydrant must be located within 350 feet from the proposed structure, unless other methods of providing fire safety have been approved by the Town Fire Chief.

Town of Apple Valley
Check Register
Checking - SBSU - 12/01/2018 to 12/31/2018

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Acorn Sales Company	CC	XC12182018-19	12/18/2018	12/18/2018	37.85	Town Stamp Seal	104141.240 - Admin Office supplies
					\$37.85		
Arbor Day Foundation	4103	121918	12/06/2018	12/19/2018	15.00	Arbor Day Membership	104141.210 - Admin Dues, subs &
					\$15.00		
AT&T	4085	12042018	11/26/2018	12/31/2018	334.95	November Cell Phone Charges	104141.280 - Admin Telephone and
AT&T	4085	12042018	11/26/2018	12/31/2018	492.50	922-6860 Balance of Plan	104141.280 - Admin Telephone and
					\$827.45		
					\$827.45		
Barlow, Levi L.	4097	Refund: 621	12/13/2018	12/19/2018	242.35	Refund: 621 - Barlow, Levi L.	101311 - Accounts receivable
					\$242.35		
Bishop, Tom	4077	Refund: 753	12/03/2018	12/03/2018	40.61	Refund: 753 - Bishop, Tom	101311 - Accounts receivable
					\$40.61		
Blackburn Propane	4086	12618	12/06/2018	12/31/2018	468.19	237 Gallons Propane	104141.270 - Admin Utilities
					\$468.19		
Buck's Ace Hardware	4087	103018	10/30/2018	12/31/2018	0.08	Finance charge	104141.240 - Admin Office supplies
Buck's Ace Hardware	4087	103018	10/30/2018	12/31/2018	5.66	2 Key copies	104141.240 - Admin Office supplies
					\$5.74		
Buck's Ace Hardware	CC	120318	12/03/2018	12/03/2018	16.99	Lock Mechanism for Recorder Desk	104141.250 - Admin Equipment mai
					\$22.73		
Christensen, Carrie	4109	Refund: 716	12/26/2018	12/27/2018	71.48	Refund: 716 - Christensen, Carrie	101311 - Accounts receivable
					\$71.48		
Crawford, Richard	4098	Refund: 332	12/17/2018	12/19/2018	94.00	Refund: 332 - Crawford, Richard	101311 - Accounts receivable
					\$94.00		
Department of Workforce Services	ACH	2018Q4	12/31/2018	12/31/2018	1.05	2018 Q4 Unemployment	104111.130 - Council Employee ben
Department of Workforce Services	ACH	2018Q4	12/31/2018	12/31/2018	2.40	2018 Q4 Unemployment	104415.130 - Public Works Employe
Department of Workforce Services	ACH	2018Q4	12/31/2018	12/31/2018	5.49	2018 Q4 Unemployment	104220.130 - Fire Employee Benefit
Department of Workforce Services	ACH	2018Q4	12/31/2018	12/31/2018	19.14	2018 Q4 Unemployment	104141.130 - Admin Employee bene
					\$28.08		
					\$28.08		
Dutson, Daniel S.	4096	121918	12/19/2018	12/19/2018	145.00	Refund for Water Overpayment 349,350,351,3	101580 - Suspense
Dutson, Daniel S.	4096	12191801	12/19/2018	12/19/2018	-145.00	Refund for Water Overpayment 349,350,351,3	101580 - Suspense
Dutson, Daniel S.	4096	Refund: 349	12/19/2018	12/19/2018	29.00	Refund: 349 - Dutson, Daniel S.	101311 - Accounts receivable
Dutson, Daniel S.	4096	Refund: 350	12/19/2018	12/19/2018	29.00	Refund: 350 - Dutson, Daniel S.	101311 - Accounts receivable
Dutson, Daniel S.	4096	Refund: 351	12/19/2018	12/19/2018	29.00	Refund: 351 - Dutson, Daniel S.	101311 - Accounts receivable
Dutson, Daniel S.	4096	Refund: 352	12/19/2018	12/19/2018	29.00	Refund: 352 - Dutson, Daniel S.	101311 - Accounts receivable
Dutson, Daniel S.	4096	Refund: 353	12/19/2018	12/19/2018	29.00	Refund: 353 - Dutson, Daniel S.	101311 - Accounts receivable
					\$145.00		
					\$145.00		

Town of Apple Valley
Check Register
Checking - SBSU - 12/01/2018 to 12/31/2018

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Ford Motor Credit Company	ACH	120618	12/05/2018	12/05/2018	258.77	Dec18 pmt	104141.820 - Debt service - interest
Ford Motor Credit Company	ACH	120618	12/05/2018	12/05/2018	863.38	Dec18 pmt	104141.810 - Debt service - principa
					\$1,122.15		
					\$1,122.15		
Gallardo, Hillary	4079	766.121018	12/10/2018	12/10/2018	170.76	Deposit Refund: 766 - Gallardo, Hillary	102330 - Customer security deposit
					\$170.76		
Gifford, Lance	4110	2017-094	12/20/2018	12/28/2018	1,438.59	Alma Cox/Kent Cooke Permit Fee 2017-094	104141.350 - Building Inspector Fee
Gifford, Lance	4110	2018-024	12/20/2018	12/28/2018	1,566.61	AV-1377-N Anthony Shapley	104141.350 - Building Inspector Fee
					\$3,005.20		
					\$3,005.20		
Hinton, Burdick, Hall & Spilker, PL	4104	195494	11/30/2018	12/19/2018	450.00	Progress Billing for 2018 Audit	104141.340 - Admin Accounting
					\$450.00		
Horsley, Max & Rebecca	4099	Refund: 781	12/17/2018	12/19/2018	277.00	Refund: 781 - Horsley, Max & Rebecca	101311 - Accounts receivable
					\$277.00		
Jocelyn Communications & Compu	4088	18038	12/09/2018	12/31/2018	287.00	Two phone line addition and additional training	104141.250 - Admin Equipment mai
					\$287.00		
Key Man AAA Locksmith	CC1028	12072018	12/07/2018	12/07/2018	8.72	Rekey Michelles Desk	104141.240 - Admin Office supplies
					\$8.72		
Little Creek Station	4105	110118	11/01/2018	12/19/2018	15.22	Fuel for Mower	104415.560 - Public Works Equipme
Little Creek Station	4105	110618	11/26/2018	12/19/2018	70.00	Fuel for fire truck R-191	104220.560 - Fire Equipment Fuel
Little Creek Station	4105	112918	11/01/2018	12/19/2018	-3.55	Fuel discount	104220.560 - Fire Equipment Fuel
Little Creek Station	4105	113018	11/30/2018	12/19/2018	92.01	Fuel for Brush 1912	104220.560 - Fire Equipment Fuel
					\$173.68		
					\$173.68		
McCorkly, Erin	4080	897.120418	12/04/2018	12/10/2018	130.17	Deposit Refund: 897 - McCorkly, Erin	102330 - Customer security deposit
					\$130.17		
McFadden, Gary & Kathleen	4101	Refund: 403	12/18/2018	12/19/2018	30.45	Refund: 403 - McFadden, Gary & Kathleen	101311 - Accounts receivable
					\$30.45		
Municode	4106	00322551	12/12/2018	12/19/2018	3,500.00	Final Payment Website	104141.280 - Admin Telephone and
					\$3,500.00		
National Auto Parts Warehouse	4107	30-161291	10/25/2018	12/19/2018	19.96	Air Shield	104415.550 - Public Works Equipme
					\$19.96		
NFT Assoc., LC	4102	Refund: 458	10/11/2018	12/19/2018	87.00	Refund: 458 - NFT Assoc., LC	101311 - Accounts receivable
					\$87.00		

Town of Apple Valley
Check Register
Checking - SBSU - 12/01/2018 to 12/31/2018

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
Ooma	CC	123118	12/31/2018	12/31/2018	6.30	VOIP Service	104141.280 - Admin Telephone and
					\$6.30		
Pelorus Methods, Inc.	4089	190101	12/01/2018	12/31/2018	600.00	Quarltary Software Service	104141.240 - Admin Office supplies
					\$600.00		
Revco Leasing	4090	515553	12/04/2018	12/31/2018	230.69	Printer - Dec lease payment	104141.250 - Admin Equipment mai
					\$230.69		
Robinson, Rachelle	4081	Refund: 726	06/21/2018	12/10/2018	42.52	Refund: 726 - Robinson, Rachelle	101311 - Accounts receivable
					\$42.52		
Rocky Mountain Power	4091	68455626-001 7	11/26/2018	12/31/2018	220.13	Oct19-Nov26 Usage	104141.270 - Admin Utilities
					\$220.13		
South Central Communications	4084	102018	10/20/2018	12/11/2018	274.03	November Internet	104141.280 - Admin Telephone and
South Central Communications	4084	12012018	12/01/2018	12/11/2018	285.13		104141.280 - Admin Telephone and
					\$559.16		
					\$559.16		
The Spectrum	4092	3281786	12/04/2018	12/31/2018	57.44	Public Notice AV-1-2-29-310 Parcel Consolidat	104141.220 - Admin Public notices
					\$57.44		
Tink's Superior Auto Parts	4093	523499	11/26/2018	12/31/2018	57.17	Engine 191 Oil Change	104220.250 - Fire Equipment mainte
					\$57.17		
Trimmer, Catherine	4082	Refund: 369	10/22/2018	12/10/2018	45.48	Refund: 369 - Trimmer, Catherine	101311 - Accounts receivable
					\$45.48		
USPS	4108	XC12262018-31	12/26/2018	12/26/2018	750.00	1500 Stamps - Jan-Jun19	104141.290 - Admin Postage
					\$750.00		
Utah Local Governments Trust	4094	112018	11/20/2018	12/31/2018	793.60	Annual Property Premium	104141.410 - Admin Insurance
Utah Local Governments Trust	4094	112018	11/20/2018	12/31/2018	1,502.64	Annual Auto Premium	104141.410 - Admin Insurance
Utah Local Governments Trust	4094	112018	11/20/2018	12/31/2018	6,184.00	Annual General Liability	104141.410 - Admin Insurance
					\$8,480.24		
					\$8,480.24		
Washington County Solid Waste	4095	68924	11/30/2018	12/31/2018	3,280.90	Solid Waste - Nov 301	104420.460 - Solid Waste Service
					\$3,280.90		
Wright TR, Warren	4083	Refund: 601	10/17/2018	12/10/2018	95.32	Refund: 601 - Wright TR, Warren	101311 - Accounts receivable
					\$95.32		
XPress Bill Pay	ACH	120518	12/05/2018	12/05/2018	119.30	Monthly Maint, Support, Hosting & Transaction	104141.250 - Admin Equipment mai
					\$119.30		
					\$25,799.48		

**Town of Apple Valley
Operational Budget Report**

10 General Fund - 07/01/2018 to 12/31/2018

	Prior YTD	December	Current YTD	Budget	% Used	Comments
Change In Net Position						
Revenue:						
Taxes						
3110 General property taxes-current	\$ 60,698	\$ 80,487	\$ 83,201	\$ 96,153	87%	Will exceed budget, typically receive
3120 Prior year's taxes-delinquent	\$ 1,917	\$ 1,814	\$ 4,180	\$ 5,500	76%	
3130 General sales and use taxes	\$ 45,154	\$ 7,805	\$ 47,419	\$ 95,000	50%	New tax rate will take effect Mar19
3140 Energy and communication taxes	\$ 6,833	\$ 647	\$ 3,933	\$ 51,750	8%	
3150 RAP Tax	\$ 4,575	\$ 969	\$ 4,757	\$ 8,100	59%	Booked to Sales tax, waiting on detail from state
3160 Transient Taxes	\$ -	\$ -	\$ 107	\$ 750	14%	
3170 Fee in lieu of personal property taxes	\$ 4,244	\$ 831	\$ 3,366	\$ 7,000	48%	
3180 Fuel Tax Refund	\$ -	\$ -	\$ 119	\$ -	0%	
Total Taxes	\$ 123,421	\$ 92,554	\$ 147,081	\$ 264,253	56%	
Licenses and permits						
3210 Business licenses	\$ 938	\$ 300	\$ 150	\$ 3,500	4%	Renewal notices went out late in December
3221 Building Permits-Fee	\$ 18,317	\$ 4,596	\$ 10,746	\$ 70,000	15%	
3222 Building Permits-Non Surcharge	\$ -	\$ 689	\$ 903	\$ -	0%	Anticipate registering more at clinic
3224 Building Permits Surcharge	\$ 142	\$ 46	\$ 65	\$ 500	13%	
3225 Animal licenses	\$ 130	\$ 100	\$ 120	\$ 1,500	8%	
3430 Assessment fee income	\$ -	\$ -	\$ -	\$ -	0%	
Total Licenses and permits	\$ 19,526	\$ 5,732	\$ 11,984	\$ 75,500	16%	
Intergovernmental revenue						
3341 EMP Grant \$5,000/\$10,000	\$ -	\$ -	\$ -	\$ -	0%	
3342 Fire Dept-State Wildland Grant	\$ -	\$ -	\$ -	\$ 25,000	0%	
3356 Class C" road allotment"	\$ 24,731	\$ -	\$ 40,446	\$ 80,000	51%	
3358 Liquor control profits	\$ 1,171	\$ 697	\$ 697	\$ 1,100	63%	
3370 State Grants	\$ -	\$ -	\$ -	\$ 20,000	0%	
3371 State Highway Grants	\$ -	\$ -	\$ -	\$ -	0%	
3372 Federal Fire Grants	\$ -	\$ -	\$ -	\$ -	0%	
Total Intergovernmental revenue	\$ 25,902	\$ 697	\$ 41,143	\$ 126,100	33%	
Charges for services						
3410 Clerical services	\$ 11,275	\$ 21	\$ 21	\$ -	0%	
3415 SSD Payroll Services	\$ 24,232	\$ -	\$ -	\$ -	0%	
3416 Other Interdepartmental Charges	\$ -	\$ -	\$ 4,903	\$ 22,094	22%	
3420 Fire Department Contracts	\$ -	\$ -	\$ 300	\$ 109,500	0%	Lots of activity here
3431 Zoning and subdivision fees	\$ 16,455	\$ 200	\$ 10,429	\$ 8,000	130%	
3440 Solid waste	\$ 20,262	\$ 3,513	\$ 21,136	\$ 46,500	45%	
3441 Storm Drainage	\$ 17,649	\$ 3,411	\$ 18,988	\$ 29,500	64%	
3461 GRAMA requests	\$ 36	\$ -	\$ -	\$ 50	0%	
3470 Park and recreation fees	\$ 40	\$ -	\$ -	\$ 50	0%	
3481 Sale of cemetery lots	\$ -	\$ -	\$ -	\$ -	0%	
3483 Opening and closing - cemetery	\$ -	\$ -	\$ -	\$ -	0%	
3615 Late charges	\$ 18,100	\$ (2,312)	\$ 207	\$ 11,500	2%	Reversal of lien booked on water standby
Total Charges for services	\$ 108,049	\$ 4,833	\$ 55,983	\$ 227,194	25%	
Fines and forfeitures						
3510 Fines	\$ 2,832	\$ 100	\$ 1,346	\$ 4,000	34%	
Total Fines and forfeitures	\$ 2,832	\$ 100	\$ 1,346	\$ 4,000	34%	
Interest						
3610 Interest earnings	\$ 1,151	\$ 156	\$ 914	\$ 1,500	61%	
Total Interest	\$ 1,151	\$ 156	\$ 914	\$ 1,500	61%	
Miscellaneous revenue						
3640 Sale of capital assets	\$ -	\$ -	\$ 600	\$ -	0%	111 Budgeted residential build @ \$59/build
3670 Debt proceeds	\$ 77,000	\$ -	\$ -	\$ -	0%	
3690 Sundry revenue	\$ -	\$ (121)	\$ -	\$ -	0%	
3692 Fire department fundraisers	\$ -	\$ -	\$ 128	\$ 5,000	3%	
3697 Park department fundraisers	\$ 2	\$ -	\$ 122	\$ 1,200	10%	75 Budgeted residential builds @ \$59/build
3801.1 Impact fees - Fire	\$ 354	\$ 118	\$ 236	\$ 6,550	4%	
3801.2 Impact fees - police	\$ -	\$ -	\$ -	\$ -	0%	

3801.3 Impact fees - roadways	\$	3,084	\$	1,028	\$	2,056	\$	38,492	5%	residential builds @ \$514/build
3801.4 Impact fees - culinary water	\$	-	\$	-	\$	-	\$	-	0%	
3801.5 Impact fees - wastewater	\$	-	\$	-	\$	-	\$	-	0%	
3801.6 Impact fees - storm water	\$	1,032	\$	688	\$	860	\$	5,280	16%	31 Budgeted residential build (1 acre avg)
3801.7 Impact fees - parks, trails, OS	\$	846	\$	282	\$	564	\$	18,130	3%	
Total Miscellaneous revenue	\$	82,318	\$	1,995	\$	4,566	\$	74,652	6%	129 Budgeted residential builds @ \$141/build
Contributions and transfers										
3802.7 Contributions - parks and recreation	\$	555	\$	-	\$	100	\$	-	0%	
Total Contributions and transfers	\$	555	\$	-	\$	100	\$	-	0%	
Total Revenue:	\$	363,755	\$	106,067	\$	263,118	\$	773,199	34%	
Expenditures:										
General government										
Council										
4111.110 Council Salaries and wages	\$	8,550	\$	1,200	\$	4,711	\$	13,465	35%	76% adj - Budget didn't cover council members
4111.130 Council Employee benefits	\$	5,077	\$	93	\$	2,324	\$	515	451%	
4111.210 Council Travel Reimbursement	\$	-	\$	-	\$	46	\$	2,500	2%	Health benefits not budgeted
4111.220 Council Training	\$	-	\$	-	\$	790	\$	1,500	53%	
4111.610 Council Donations and discretionary	\$	485	\$	-	\$	-	\$	2,000	0%	
Total Council	\$	14,112	\$	1,293	\$	7,871	\$	19,980	39%	
Administrative										
4141.110 Admin Salaries and wages	\$	43,593	\$	12,820	\$	34,555	\$	71,100	49%	Expenses related to clerk certifications
4141.130 Admin Employee benefits	\$	11,040	\$	1,000	\$	2,719	\$	8,126	33%	
4141.140 Admin Employee Retirement - GASB	\$	4,168	\$	-	\$	389	\$	-	0%	
4141.210 Admin Dues, subs & memberships	\$	228	\$	(45)	\$	647	\$	500	129%	
4141.220 Admin Public notices	\$	514	\$	57	\$	672	\$	1,200	56%	
4141.230 Admin Clerk training	\$	-	\$	-	\$	314	\$	500	63%	
4141.231 Admin PlanComm Training	\$	-	\$	-	\$	-	\$	500	0%	
4141.240 Admin Office supplies	\$	1,056	\$	527	\$	2,447	\$	5,000	49%	113% adjusted budget (website)
4141.250 Admin Equipment maintenance	\$	1,423	\$	885	\$	3,750	\$	2,500	150%	
4141.260 Admin Building & ground maintenanc	\$	1,337	\$	-	\$	1,027	\$	2,500	41%	Stamps purchased through year end
4141.270 Admin Utilities	\$	813	\$	1,537	\$	3,161	\$	3,000	105%	
4141.280 Admin Telephone and Internet	\$	1,281	\$	4,057	\$	11,621	\$	3,000	387%	
4141.290 Admin Postage	\$	470	\$	750	\$	1,455	\$	800	182%	Ensign forgave some 2017 invoices
4141.320 Admin Engineering/Professional Fee:	\$	23,370	\$	(20,765)	\$	(17,365)	\$	46,400	-37%	
4141.330 Admin Legal fees	\$	8,448	\$	(380)	\$	2,480	\$	10,000	25%	We got back stolen funds!
4141.331 Admin Assessment legal fees	\$	6	\$	-	\$	-	\$	-	0%	
4141.340 Admin Accounting	\$	5,436	\$	-	\$	12,418	\$	27,500	45%	Sept consumed 50% of budget
4141.350 Building Inspector Fees	\$	-	\$	3,005	\$	8,944	\$	-	0%	
4141.360 Admin Education-general	\$	-	\$	-	\$	-	\$	1,500	0%	
4141.390 Admin Bank service charges	\$	996	\$	91	\$	2,050	\$	1,500	137%	
4141.410 Admin Insurance	\$	10,779	\$	-	\$	8,480	\$	11,000	77%	Workers comp - balance of budget
4141.490 Admin Travel reimbursements	\$	2,044	\$	-	\$	33	\$	1,500	2%	
4141.500 Admin Weed abatement	\$	-	\$	-	\$	387	\$	1,000	39%	
4141.740 Admin Capital outlay	\$	-	\$	-	\$	1,060	\$	40,000	3%	
4170 Elections	\$	1,885	\$	-	\$	-	\$	2,000	0%	
Total Administrative	\$	118,888	\$	3,539	\$	80,925	\$	241,126	34%	
Total General government	\$	133,000	\$	4,831	\$	88,795	\$	261,106	34%	
Public safety										
Police										
4210.110 Police Salaries & wages	\$	5,316	\$	-	\$	1,080	\$	18,720	6%	
4210.130 Police Employee benefits	\$	407	\$	-	\$	83	\$	2,142	4%	
4210.230 Police Travel & mileage	\$	587	\$	-	\$	-	\$	200	0%	
4210.250 Police Expenditures	\$	-	\$	-	\$	-	\$	100	0%	
4210.470 Police Building Permits	\$	17,316	\$	-	\$	-	\$	-	0%	
4253.250 Animal Control Supplies	\$	64	\$	-	\$	63	\$	100	63%	
Total Police	\$	23,691	\$	-	\$	1,225	\$	21,262	6%	
Fire										
4220.110 Fire Salaries & wages	\$	4,680	\$	2,354	\$	10,200	\$	33,000	31%	
4220.130 Fire Employee Benefits	\$	269	\$	186	\$	791	\$	3,775	21%	
4220.140 Fire Contract Salaries & Wages	\$	-	\$	-	\$	-	\$	30,000	0%	
4220.145 Fire Contract Benefits	\$	-	\$	-	\$	-	\$	2,450	0%	
4220.150 Fire Contract Expense	\$	-	\$	-	\$	-	\$	4,500	0%	

4220.210 Fire Dues, subscriptions & membersh	\$	-	\$	-	\$	69	\$	120	57%
4220.230 Fire Travel & mileage	\$	-	\$	(28)	\$	28	\$	-	0%
4220.240 Fire Office expenses	\$	-	\$	329	\$	329	\$	1,495	22%
4220.250 Fire Equipment maintenance & repai	\$	177	\$	-	\$	66	\$	650	10%
4220.260 Fire Rent expense	\$	-	\$	-	\$	-	\$	720	0%
4220.360 Fire Training	\$	230	\$	112	\$	575	\$	1,800	32%
4220.450 Fire Small Equip/Supplies	\$	372	\$	-	\$	295	\$	520	57%
4220.460 Fire Supplies-Fundraisers	\$	-	\$	-	\$	273	\$	-	0%
4220.465 Fire Gear	\$	-	\$	-	\$	891	\$	9,400	9%
4220.560 Fire Equipment Fuel	\$	449	\$	343	\$	900	\$	1,500	60%
4220.740 Fire Capital outlay	\$	-	\$	-	\$	305	\$	25,000	1%
Total Fire	\$	6,176	\$	3,295	\$	15,250	\$	114,930	13%
Total Public safety	\$	29,867	\$	3,295	\$	16,475	\$	136,192	12%
Highways and public improvements									
Highways									
4410.110 Road Salaries and wages	\$	8,774	\$	-	\$	789	\$	7,500	11%
4410.130 Road Employee benefits	\$	3,402	\$	-	\$	60	\$	860	7%
4410.270 Road Flood damage	\$	(9,950)	\$	-	\$	138	\$	1,000	14%
4410.450 Road Department Supplies	\$	1,002	\$	-	\$	928	\$	12,785	7%
4410.550 Road Equipment Maintenance	\$	872	\$	-	\$	542	\$	6,000	9%
4410.560 Road Equipment Fuel	\$	74	\$	165	\$	975	\$	1,500	65%
4410.740 Road Capital outlay	\$	3,956	\$	-	\$	-	\$	-	0%
4410.810 Road Principal	\$	35,000	\$	-	\$	31,000	\$	31,000	100%
4410.820 Road Interest	\$	32,950	\$	-	\$	32,200	\$	32,200	100%
4415.110 Public Works Salaries and wages	\$	25,091	\$	-	\$	7,327	\$	51,740	14%
4415.130 Public Works Employee benefits	\$	7,768	\$	2	\$	572	\$	18,100	3%
4415.140 Public Works Employee Retirement -	\$	3,216	\$	-	\$	-	\$	11,400	0%
4415.450 Public Works Supplies	\$	252	\$	-	\$	94	\$	250	38%
4415.550 Public Works Equipment Maintenan	\$	85	\$	-	\$	1,877	\$	5,200	36%
4415.560 Public Works Equipment fuel	\$	1,382	\$	-	\$	320	\$	1,500	21%
4415.570 Public Works Travel Reimbursement	\$	-	\$	-	\$	196	\$	500	39%
4415.740 Public Works Capital Outlay	\$	86,046	\$	-	\$	3,700	\$	-	0%
Total Highways	\$	199,920	\$	167	\$	80,510	\$	181,535	44%
Sanitation									
4420.220 Solid Waste Postage	\$	481	\$	-	\$	-	\$	850	0%
4420.460 Solid Waste Service	\$	17,711	\$	160	\$	20,282	\$	39,500	51%
Total Sanitation	\$	18,192	\$	160	\$	17,023	\$	40,350	42%
Total Highways and public improvements	\$	218,112	\$	327	\$	97,532	\$	221,885	44%
Parks, recreation, and public property									
Parks									
4540.250 Park/Rec Department supplies	\$	205	\$	(106)	\$	100	\$	1,500	7%
4540.460 Park/Rec Community events supplies	\$	1,006	\$	-	\$	760	\$	2,700	28%
Total Parks	\$	1,211	\$	(106)	\$	860	\$	4,200	20%
Total Parks, recreation, and public property	\$	1,211	\$	(106)	\$	860	\$	4,200	20%
Debt service									
4141.810 Debt service - principal	\$	6,519	\$	863	\$	19,314	\$	45,326	43%
4141.820 Debt service - interest	\$	1,000	\$	259	\$	4,601	\$	9,038	51%
Total Debt service	\$	7,519	\$	1,122	\$	23,915	\$	54,364	44%
Transfers									
4810 Transfer to capital projects	\$	-	\$	-	\$	-	\$	25,000	0%
4811 Transfer to Fund Balance	\$	-	\$	-	\$	-	\$	72,952	0%
Total Transfers	\$	-	\$	-	\$	-	\$	97,952	0%
Total Expenditures:	\$	389,709	\$	9,471	\$	227,577	\$	775,699	29%

Gateway bond - no
addt'l for FY19

OPENING

Mayor Lisonbee brought the meeting to order at 6:02 p.m. welcoming all in attendance and led the Pledge of Allegiance.

PRESENT

Mayor Marty Lisonbee
Council member Debbie Kopp
Council member Michael McLaughlin
Council member Paul Edwardsen
Council member Denny Bass
Town Recorder Michelle Kinney

OTHERS IN ATTENDANCE

Fire Chief David Zolg, Jr
Margaret Ososki County Mosquito Board
Big Plains Water Chairman Harold Merritt
Commissioner Wenn Jorgensen
Commissioner Forrest Kuehne
Commissioner Janet Prentice

EXCUSED

Town Attorney Shawn Guzman

CONFLICT OF INTEREST DECLARATIONS

1. MAYORS TOWN UPDATE:

Mayor Lisonbee discusses the petition that was mailed out to residents to lower the speed limit on Highway 59. He asks residents to return the petition if they agree with lowering the speed limit. Mayor Lisonbee discusses the need for the turn lanes and slowing traffic through town.

Margie Ososki- Asks why UDOT doesn't use the money for Main Street on 59. Mayor Lisonbee points out that Main Street is a county road and highway 59 is State.

Councilperson Edwardsen- Suggests having someone walk around with the petition to get signatures.

Mayor Lisonbee asks residents to sign up for text or email reminders for meetings and messages.

Mike Versamack is a town zoning authority and planner for Toquerville and Hurricane. We will use his services for more detailed building projects to help us get those things right.

2. APPOINTMENT OF TOWN FINANCE DIRECTOR BEN BILLINGSLEY

Ben graduated with a Bachelor's Degree in Accounting. He has worked previously in Corporate Accounting for 7 years and 5 years in General Management. He wants to be involved in the town and will come to the meetings whenever he is able.

MOTION: Mayor Lisonbee motions to appoint Ben Billingsley as Finance Director for the town of Apple Valley.

SECOND: Council Member McLaughlin

VOTE:	Council Member Kopp –	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen -	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

3. APPROVAL OF MINUTES FOR 10.17.2018

TIME STAMP: 14:00

MOTION: Council Member Bass motions to approve the minutes as written for October 17, 2018.

SECOND: Council Member Kopp

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen -	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

4. DISCUSSION AND ACTION ON RECOMMENDATION FROM PLANNING COMMISSION ON ZONE CHANGE FOR AV-1377-C FROM RESIDENTIAL 5 ACRE TO OPEN SPACE

TRANSITIONAL ZONE. LEBARON HOLT PROPERTY.
TIME STAMP 15:30

MOTION: Mayor Lisonbee motions that we approve the action Zone Change for AV-1377-C from Residential 5 acre to Open Space Transitional Zone for the LeBaron/Holt Property.

SECOND: Council Member Bass

VOTE:

Council Member Kopp -	Aye
Council Member McLaughlin –	Aye
Council Member Bass–	Aye
Council Member Edwardsen -	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

5. DISCUSSION AND ACTION ON RECOMMENDATION FROM PLANNING COMMISSION ON CHANGES TO TITLE 10 CHAPTER 26 SECTION 10, BUILDING SETBACK AND ADDITIONAL DESIGN STANDARDS.
TIME STAMP: 16:30

50 foot setback to 75 on hillside.

MOTION: Council Member McLaughlin motions that we change Tile 10 Chapter 26 in Section 10 from 50 feet to 75 feet for building setback.

SECOND: Council Member Bass

VOTE:

Council Member Kopp -	Aye
Council Member McLaughlin –	Aye
Council Member Bass–	Aye
Council Member Edwardsen -	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

6. DISCUSSION AND ACTION ON RECOMMENDATION FROM PLANNING COMMISSION ON ZONE CHANGE FOR AV-1377-N FROM PLANNED DEVELOPMENT TO RESIDENTIAL 5 ACRE. OWNER ANTHONY SHAPLEY.
TIME STAMP 18:08

The Mayor Mentions that this area was once zoned Planned Development for an RV Park. That did not work out and now we are changing it to RE5.

MOTION: Council Member Kopp motions that we accept the recommendation from the Planning Commission on zone change for AV-1377-N from Planned Development to RE5 owner Anthony Shapley.

SECOND: Council Member McLaughlin

VOTE:

Council Member Kopp -	Aye
Council Member McLaughlin –	Aye
Council Member Bass–	Aye
Council Member Edwardsen -	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

7. DISCUSSION AND ACTION ON RECOMMENDATION FROM PLANNING COMMISSION ON GENERAL PLAN AMENDMENT APPROVAL FOR ZIONS GOOSEBERRY PRESERVE UNITS AV-1327. PORTION OF PARCEL INCLUDING NW ¼ OF NW ¼ OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M. CURRENT LAND USE DESIGNATION COMMERCIAL/R-MEDIUM AREA NEW LAND USE DESIGNATION TO RECREATIONAL AREA. OWNER STANDARD DEVELOPMENT LLC.
TIME STAMP 21:00

MOTION: Mayor Lisonbee motions that we approve the recommendation from Planning Commission on the general plan amendment approval for Zions Gooseberry Preserve units AV-1327. Portion of parcel including NW ¼ of the NW ¼ of Section 28 Township 42 South Range 11 West SLB&M. Current Land Use designation of Commercial/Residential Medium Density area new land use designation to be Recreational Area presented by Travis holm and Standard Development LLC.

SECOND: Council Member Kopp

VOTE:

Council Member Kopp -	Aye
Council Member McLaughlin –	Aye
Council Member Bass–	Aye
Council Member Edwardsen -	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

8. DISCUSSION AND ACTION ON RECOMMENDATION FROM PLANNING COMMISSION ON ZONE CHANGE FOR ZIONS GOOSEBERRY PRESERVE UNITS AV-1327 PORTION OF PARCEL INCLUDING NW ¼ OF NW ¼ OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M FROM OST-OSC TO CABIN OR TINY HOME PARKS ZONE. OWNER STANDARD DEVELOPMENT LLC.

TIME STAMP 23:30

Frank Lindhardt- would recommend that we get the left and right turn lanes in first before we give the zone change. Tell the applicant that we will change the zone once the turn lane issue has been solved.

Council Member Denny Bass- comments that the road issue would be dealt with during the building and development process.

Mayor Lisonbee- comments about the importance of developers paying for the portion of impact that their project would put on the turn lanes and roads. The intersection at Main Street is going to be realigned. They will be required to do a traffic study. They will need to bring water over there as well.

Frank Lindhardt- Shares his feeling that development does not matter in relationship to someone's life. He doesn't want to see anymore development until the intersection on Highway 59 has turn lanes put in.

Landon Holm from Standard Development. We need the rezone in order to proceed with funding, development and to have the traffic study done.

Pamela Quayle, Smithsonian- Asks if the the town has liability if we allow development that the road cannot handle and someone is killed.

Richard Kopp asks if the project could be contingent on the lanes being in place.

Mayor Lisonbee- We can have a Pioneering agreement that would pay him back as other projects come on board- Legal counsel has told the mayor that we cannot force them to pay for the entirety of the turn lanes.

Frank Lindhardt mentions that many of the accidents out there are from people slowing to turn right or left and someone trying to make a pass as they do this.

Rich Kopp-Can the zone change be written up contingent on the road work being done?

Forrest Kuehne- agrees with Rich that we should have something in writing that they will help get this road in.

Frank Lindhardt recommends all the owners in the area including the developer to get together to pay for the plans and get this done.

Landon Holm mentions that once the cabins are built it will create revenue for the town and help with these types of projects.

Council Member Mike McLaughlin- Comments that he is in agreement that something needs to be done with the road.

Council Member Debbie Kopp- If gooseberry is not ready to partner with them to fix the road then do we have to make one person wait for the other?

Mayor Lisonbee again mentions that we can write up a pioneering agreement. He has confidence that the county and developer are willing to get this fixed.

Council Member Mike McLaughlin states that he is not opposed to the change if we can get the money for the road before the development is done.

Frank Lindhardt- Any traffic study that is done by a developer is going to be done by their engineer and they will come up with any numbers that serves them best. The town also needs to have their engineer do a study so you can come to an agreement on what is to be done that is best for the town.

Mayor Lisonbee-Traffic study will be made a condition that he will have to pay for the traffic study. He states that he will make it part of the agreement that we will have them (the developer) pay for a traffic study from an impartial engineering firm.

Council Member Debbie Kopp-Before he will be able to get plat approval he will have to agree to turn lanes?

Council Member McLaughlin-We are getting ahead of ourselves because he has a lot he has to do before he will be able to build anything and once he does the traffic study it will say that he needs to put in turn lanes.

Rich Kopp-If he has to have the lanes done before we approve the plat then all of this is a moot point.

Chief Zolg: At what point are the impact fees initiated?

Mayor Lisonbee-Approvals will be based on the turning lanes. We are doing zone changes for these other individuals tonight who also need to do road improvements. He will have permission to move forward with engineering so they can do work toward a preliminary plat.

Council Member Denny Bass: Even with the zone change he still can't do anything until he has all the other proper paperwork.

Landon Holm- The zone change makes sense for where this is located in the town.

Council Member Paul Edwardsen- I like to see good planned development in this community. The other side of the coin is what's the hurry? This will happen as a natural turn on events.

Mayor Lisonbee- Comment's on what the hurry is. The ability to bring the water line over to Main Street is huge for this town. Without the water line it is cost prohibitive. We can kill development tonight or we can move this town forward with engineering and more. We still need to find out where the intersection is going to be.

MOTION: Council Member Bass motions to accept the zone change to allow them to get started on engineering and plat plans and we can hold him accountable after the fact to what he needs to do before he can start building. I make a motion that the recommendation from the planning commission for the zone change for **ZIONS GOOSEBERRY PRESERVE UNITS AV-1327 PORTION OF PARCEL INCLUDING NW ¼ OF NW ¼ OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SLB&M FROM OST-OSC TO CABIN OR TINY HOME PARKS ZONE. OWNER STANDARD DEVELOPMENT LLC**

SECOND: Council Member Mayor

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen -	Nay
	Mayor Lisonbee –	Aye

Motion passes with 4 members voting aye and Council Member Edwardsen voting nay.

TIME STAMP: 1:05:00

MOTION: Mayor Lisonbee motions to amend the agenda and would like to talk briefly about impact fees.

SECOND: Council Member Bass

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye

Council Member Bass–	Aye
Council Member Edwardsen -	Aye
Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

Mayor Lisonbee would like everyone to review the Fee Schedule he passed out to the council.

Paul: Are you concerned that we are too high or too low; Mayor; I think we should be higher than some places but probably not as high as we are now.

Mayor Lisonbee mentions that he would like to discuss this again at a future date.

9. CONSIDER APPROVAL ON REPORTS, RECOMMENDATION, APPOINTMENTS, AND ANNOUNCEMENTS:

TIME STAMP: 1:14:40

- **Events Committee- Tish Lisonbee/Debbie Kopp-** December 8th 11:00-1:30 Cookie Exchange. Left overs will be donated to the Senior Living Home in Hurricane. Food Drive will also be held at the same time and the food will be donated to the Hurricane Valley Food Bank.
- **Planning Commission- Cynthia Browning/Michael McLaughlin**
- **Fire Department- Chief Dave Zolg, Jr.**

Signed up guys for training; 5 guys for winter fire school; 16 hour propane class that Chief will be attending. Hazmat classes; Search and rescue training; Looking into starting a crew that will be utilized by St. George and sponsored by the county. That will be based here. Working on the hummer again and will get the tank in mounting boxes. SCDA is the final year for this and we need to get that addressed. Bass: Will these trainings get us certified to go out on federal fires? Chief Responds yes, Engine 191 is having electrical issues. Lights went out when chief was driving down the road;

Burning- 50% of people are getting a permit. He is going to have to start calling the Fire Marshall for those who are not getting a permit. Mayor Asks Chief to let Ben know if he would like something put in the monthly bill about burning.

Roads- Wet weather is coming be very careful. Vehicle maintenance is important. Mitigation will start once we get snow.
- **Engineering- Rod Mills-** Mayor Lisonbee states FEMA money is being applied for. We need to mobilize a committee to help with the application process. We need to document some of the washouts and flooding in town and compile into book form. There are about 25 applicants and only 9 will get the funding. Let Mayor Lisonbee know if you are willing to help.

- **Big Plains Water and Sewer SSD-** Harold Merritt
- **Code Enforcement-**Paul Edwardsen/Rich- Mayor Lisonbee would like to have a meeting set up with Rich Ososki and Attorney so we can get Rich going on code enforcement.
- **Roads and storm drainage-** Grading a gooseberry should happen as soon as we get some water
- **Council**
- **Other**

10. PUBLIC COMMENTS

MOTION: Council Member Kopp Motions to open Public comments.

SECOND: Council Member Edwardsen

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen -	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

Rich Kopp mentions that Bob Campbell had a bunch of pictures from the storm.
Margie Ososki thanks the Fire Chief for coming over to help burn weeds.
Ed Finkenberg expresses his concern about the lake by the bridge.

MOTION: Council Member Kopp Motions to close Public Comment.

SECOND: Council Member Bass

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen -	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

11. DISCUSSION AND ACTION ON THE GATEWAY PROJECT-ENSIGN ENGINEERING

Mayor has a meeting on Monday with them.

12. REQUEST FOR A CLOSED SESSION

Not Needed

13. ADJOURNMENT

MOTION: Council Member Kopp Motions to Adjourn tonight's meeting

SECOND: Council Member Edwardsen

VOTE:	Council Member Kopp -	Aye
	Council Member McLaughlin –	Aye
	Council Member Bass–	Aye
	Council Member Edwardsen –	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 7:33 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____
Michelle Kinney, Recorder